

CORPORATE END USER LICENSE AGREEMENT FOR GALAXKEY SOFTWARE

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1. Definitions

Software: Refers to all the Galaxkey licenced applications and services and infrastructure that is provided with this EULA or the Galaxkey licensed applications and services and web infrastructure supplied by Galaxkey or its authorised representatives or partners.

Galaxkey: Refers to Galaxkey Limited with offices located in the United Kingdom Galaxkey Ltd, The Grange, Neasden Lane, London, NW10 1QB.

Use, using: Refers to accessing, installing, or obtaining value from the Galaxkey applications, and services and Web Infrastructure functioning on your device/s and infrastructure.

Computer: Refers to any device that the Galaxkey Limited application or services and web Infrastructure is running on to achieve the results of that application and service.

You, corporate: Refers to the company or individual accepting this EULA and using the Galaxkey application, services and web infrastructure as set forth in this EULA.

2. TERM. This agreement is effective from the date the Galaxkey software is installed by you. The effective term of agreement is set forth through a contract between you and Galaxkey limited or a Galaxkey Limited authorised representative or partner. This agreement will become void with immediate and automatic effect and without notice if you neglect to conform to the terms and conditions of this EULA. On termination of the agreement or on the expiration of the term of the agreement the Galaxkey software must be deleted and you must refrain from using it with immediate effect. All documentation and software linked to Galaxkey Limited must be destroyed.

3. LICENSE GRANT. Galaxkey Limited grants to you a non-transferrable and non-exclusive licence to install and use the Galaxkey Software subject to the purchase of the Galaxkey software and the payment of any license fees and subject to you accepting the EULA of Galaxkey Limited. Galaxkey Limited grants you a license to use its services and web infrastructure for the term of the agreement subject to you accepting the terms and conditions within the EULA of Galaxkey

Limited.

- 4. OWNERSHIP RIGHTS.** The software is owned by Galaxkey Limited. The software is licenced to you under the terms and conditions in this EULA, it is **not** sold. The licence granted to you to install and use the software does not entitle you to any rights to the software or entitlement to the intellectual property except the rights expressed in this EULA. The software is protected by the United Kingdom's copyright laws and international treaties and intellectual property laws. Galaxkey reserves all rights not specifically approved to you within this EULA.
- 5. EVALUATION SOFTWARE OR PROOF OF CONCEPT SOFTWARE ADDITIONAL TERMS.** The issuing of evaluation software or proof of concept software is under the discretion of Galaxkey Limited. Under no circumstances is Galaxkey Limited required to issue evaluation or proof of concept software, services or web infrastructure; this is an option that Galaxkey limited can choose to offer under circumstances that Galaxkey Limited feel this may be of benefit. If you receive a Galaxkey licenced service, software, services or web infrastructure for evaluation or proof of concept purposes (POC) this section applies. The term of software evaluation or proof of concept will be decided between you and Galaxkey limited or an Authorised representative or partner. On expiration of this evaluation term, you must remove and destroy all evaluation or proof of concept Galaxkey software and documentation. Galaxkey limited disclaims any warranty or liability to you of any kind. The evaluation software, services and web infrastructure is issued to you 'AS IS'. Galaxkey Limited does not guarantee that the software, services and web infrastructure are error free or fit for your particular purpose. You acknowledge that Galaxkey Limited will not be liable to you for any damages whatsoever including loss of data or information, system failure and business interruptions through the use of the Galaxkey evaluation or proof of concept software, services and web infrastructure.
- 6. SOFTWARE UPDATES AND PATCHES.** This licence is restricted to the version of software issued by Galaxkey limited and does not include updates and patches., unless you have purchased a managed service agreement entitling you to updates and patches for this version of software for the term allocated in the service agreement. At the time that the term of the service agreement expires, any rights to updates and patches will also expire.
- 7. AUDIT FOR CORPORATE LICENSES.** You agree that Galaxkey limited reserves the right to audit you at Galaxkey Limited's discretion at any time. This will take place upon prior written notice and you will make available any records concerning the Galaxkey software, services and web infrastructure. Galaxkey limited will cover the cost incurred to undertake the audit, however If you are found to be in violation of the EULA you will be liable to any costs incurred, including the cost of the audit and any underpaid amounts owing to Galaxkey Limited.

8. **SOFTWARE RESTRICTIONS.** You may not rent, lease, lend, loan, license, sell, resell or transfer the software.
9. **SOFTWARE RESTRICTIONS AND THIRD PARTY MANAGEMENT.** If you enter into agreement with a third party Managing Group to manage your information technology resource's you can transfer all your rights to use the software, the Galaxkey services and Galaxkey Web Infrastructure to the Managing Group. You must inform Galaxkey Limited in writing of your intentions to transfer your rights to use the software to a third party Managing Group to use on your behalf for your internal benefit. The Managing Group is restricted to use the software, the Galaxkey services and the Galaxkey Web Infrastructure solely for your internal use. The managing group is prohibited from using your licenced Galaxkey software for any other third party use. The Managing Group may install and use the software on your behalf for your internal use only if the Managing Group conforms to the terms and conditions in the EULA. You may not allow the third party Managing Group to benefit from the Galaxkey software, Galaxkey services and Galaxkey Web Infrastructure by any means.
10. **RESTRICTIONS ON SOFTWARE MODIFICATION, DISASSEMBLY, DECOMPILING AND REVERSE ENGINEERING.** You may not modify, reverse engineer, decompile or disassembly the Galaxkey software partly or as a whole. You may not create derivatives or products based on the Galaxkey software. With the exception if such action is expressly permissible through applicable law.
11. **EXPORT RESTRICTIONS.** You are aware and acknowledge that the software is subject to export laws and controls of the United Kingdom. You are prohibited from exporting or re-exporting the Galaxkey software or using the Galaxkey Services and Web Infrastructure in countries that are subject to United Kingdom Export Restrictions. You acknowledge that you are prohibited from installing and using the Galaxkey software or using the Galaxkey services and Web Infrastructure in countries where encryption software is prohibited under that countries laws and regulation. You acknowledge that you are prohibited from using the Galaxkey software, services and web Infrastructure for any illegal activities set out in the laws and regulations of the United Kingdom and any other country where the Galaxkey software, Galaxkey services and Web infrastructure is being used, including but not limited to, the development, design, manufacture or production of nuclear, or chemical or biological weapons. It is your responsibility to adhere to the encryption, data protection and data encryption export laws. Galaxkey Limited are in no way responsible for transgressions in any country or state.
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- 13. LIMITATIONS ON REMEDIES.** Galaxkey Limited and its authorised representatives' or partners' entire liability and your exclusive remedy for any breach of the limited warranty or breach of the EULA or for any other liability relating to the Galaxkey software or Galaxkey services or Galaxkey Infrastructure, will be at Galaxkey Limited's discretion to undertake occasionally if subject to applicable law. Galaxkey limited can choose to occasionally a) refund the purchase price you paid for the media b) Refund the purchase price you paid for the license, c) Offer replacement of the defective media on which the software was purchased on, on condition that you return the defective media to Galaxkey limited at your own expense along with your receipt of purchase. The limited warranty will be made void if the software is found to be defective through incorrect use, abuse, accident, misapplication, modification or a virus. Any replacement software from Galaxkey Limited will be warranted for the remaining original warranty term.
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- 15. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE PROVISIONS THAT FOLLOW WILL BE ENFORCED BY GALAXKEY LIMITED. YOU ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER

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- 16. HIGH RISK ACTIVITIES. GALAXKEY LIMITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE GALAXKEY LICENSED SERVICE, SOFTWARE AND WEB INFRASTRUCTURE WILL BE FUNCTIONAL AND WITHOUT FAULT IF USED IN HIGH RISK ACTIVITIES.** The Galaxkey licensed service, software, service and web infrastructure is not designed for use in high risk environments where failure could result in death, personal injury, physical or property damage. High risk activities include but are not limited to the operations of aircraft navigation, aircraft communication systems, air traffic control, weapons systems, direct life support machinery and nuclear facilities.
- 17. PRIVACY.** You acknowledge that the Galaxkey limited software; services and web infrastructure are based in the Cloud and that your data is stored in the cloud.

By accepting this EULA you agree that Galaxkey Limited will keep and use your personal information, including your name, address, email address, and credit card details or payment details to provide the Galaxkey services and web infrastructure to you. By accepting this agreement, you accept that Galaxkey Limited may use other companies or individuals to undertake tasks on its behalf, including but not limited to payment processing and customer services. Galaxkey limited may share your personal information with these companies when they feel necessary to perform these tasks or functions on behalf of Galaxkey Limited.

- 18. SECURITY.** You acknowledge that Galaxkey limited will not be liable for breaches in security and malicious software or malicious acts. To protect against data loss be sure to make periodical

data and information backups and use up to date security measures.

- 19. GOVERNING LAW.** The applicable law for the country in which the Galaxkey licensed services, software, services and web infrastructure is purchased, installed and used will govern this EULA. If the software, services and web infrastructure is acquired and used in the United Kingdom the laws of the United Kingdom will govern this EULA. If the software, services and web infrastructure is acquired and used in one of the European countries the local law will govern this EULA. If the Software, services and web infrastructure is acquired and used in any other country that countries local law will govern this EULA.

- 20. GENERAL.** This EULA stipulates all the user rights for the use of the Galaxkey licensed services, software, services and web infrastructure. This EULA surpasses any other agreements, communication, representation, or advertising relating to the Galaxkey licensed services, services, software and web manufacturer.

- 21. GALAXKEY CUSTOMER CONTACT.** If you have queries concerning this EULA, or if you would like to contact Galaxkey Limited, you can email support@galaxkey.com